



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE:

AS-0

August 22, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED WATER TRUCKS
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the "As-Needed Water Trucks" contract to Gerald F. Benson, an individual, d.b.a., BJ's Water Truck Service, located in Palmdale, California. The contract is effective upon Board approval for a period of one year with two 1-year options not to exceed a total contract period of three years.
4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Instruct the Chairman to sign this contract.
6. Delegate authority to the Director of Public Works to renew this contract for the two 1-year options, if, in the opinion of the Director, renewal is warranted.

7. Authorize Public Works to encumber an annual amount not to exceed \$303,920. This amount is based on our estimated workload and the contractor's cost to provide this service.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award a contract to provide water truck service in the north County area. The work to be accomplished is for the delivery and application of water at various County facilities and street and road rights-of-way including parkways and medians for purposes of drain and culvert cleaning and to reduce the dust created by our road maintenance operations.

Implementation of Strategic Plan Goals

This contract meets the County's Strategic Plan Goals of Fiscal Responsibility and Service Excellence. This service is to be provided on a part-time, intermittent basis and the contractor has the expertise to complete the work, which will allow Public Works to provide these services to the public in a cost-effective and responsive manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$303,920. This amount is based on our estimated workload and the contractor's cost to perform this service. This contract will commence upon Board approval for a period of one year. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor has properly executed the contract and County Counsel has approved it as to form.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and any negative experiences with County contracts.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from CEQA pursuant to Class 1(e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On October 11, 2001, Public Works solicited proposals from five independent contractors and community business organizations to accomplish this service. Also, an advertisement was placed in the Los Angeles Times. Public Works has been unable to verify that this opportunity was advertised on the County's bid website, possibly due to inadvertent data loss at the time these notices migrated from the Office of Small Business' system to Internal Services Department's system. Two instances of this problem have been noted. Public Works is continuing its practice of posting all service contracts on the County contracting website and is monitoring to verify each transaction.

On November 14, 2001, one proposal was received. The proposal was first reviewed to ensure it met the mandatory requirements as outlined in the Request for Proposals (RFP). The proposal met these minimum requirements and was then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP document which included proposed fee, work plan of action/approach, experience, and references. Based on this evaluation, Public Works is recommending that this contract be awarded to Gerald F. Benson, an individual, d.b.a., BJ's Water Truck Service, located in Palmdale, California, who was found to be a responsive proposer and able to provide the service at a reasonable price.

Enclosure A reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, current and new employee notification of Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, and jury service requirements.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from the contractor.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not affect County personnel as this service is currently being provided under agreement.

The Honorable Board of Supervisors
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CONCLUSION

Please have the original and one copy of the contract signed by the Chairman. Please return the signed copy for the contractor to this office, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 4

cc: Chief Administrative Office
County Counsel
Auditor-Controller (DeWitt Roberts [w/o enc.])
Office of Affirmative Action Compliance (Robert Valdez)

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

GERALD F. BENSON, an individual, d.b.a., BJ'S WATER TRUCK SERVICE, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 14th day of November 2001, hereby agrees to provide as-needed services for the delivery and application of water at various County facilities such as debris basins, channels, street and road rights-of-way including parkways and medians, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "As-Needed Water Trucks."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, Addenda to the Request for Proposals; and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor the hourly rates pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's negotiated price submission of August 3, 2002, an annual amount not to exceed \$303,920, or such greater sum as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to provide as-needed water trucks services to meet the County's requirements.

FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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SEVENTH: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

EIGHTH: For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

NINTH: If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The provisions of these Jury Service Program provisions shall be inserted into any such subcontract agreement.

TENTH: If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

ELEVENTH: Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of
the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

Gerald F. Benson, an individual, d.b.a.,
BJ'S Water Truck Service

By _____
Gerald F. Benson, Owner